

TERMS AND CONDITIONS FOR INDIVIDUAL USERS

WHO WE ARE AND HOW TO CONTACT US

www.adawati.com (**Website**) is an educational learning support website operated by Adawati Al Arabia Educational Services S.P.C. (referred to herein as "**Adawati**" or "**We**"). All references to the Website include all related Adawati branded educational learning websites. We are registered in Bahrain under company number 110053-1 and have our registered office at Road 1704, Building 247, Flat 635, Block 317, Diplomatic Area, Kingdom of Bahrain.

To contact us, please email info@adawati.com

1 ACCEPTANCE OF TERMS

- 1.1 Adawati provides its Service (defined below) and any related service to you, subject to the terms and conditions set out herein (**Terms**).
- 1.2 When using particular Adawati services, you and Adawati shall be subject to any guidelines or terms applicable to such services which may be posted on the Website from time to time or notified to you. All such guidelines or terms are hereby incorporated by reference into the Terms.
- 1.3 By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website or the Service.
- 1.4 We suggest you print these Terms and retain them for your reference.

2 WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time. Every time you wish to use our Website, please check the latest terms available on the Website to ensure you understand the Terms that apply at that time.

3 WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

4 DESCRIPTION OF SERVICE

- 4.1 Adawati currently provides users with an online educational tutorial service to help users learn and practice Arabic language skills via the Website (**Service**). Unless specified otherwise, any new or related services or educational courses offered on the Website shall also be subject to these Terms.
- 4.2 We cannot guarantee that the Service offered on the Website is available for your order. Our obligation to provide the Service will only take place when we email you confirming our acceptance of your order. Acceptance of an order to provide a Service is at Adawati's discretion.

5 ACCESS AND USE OF SERVICE

- 5.1 You will be responsible for obtaining access to the Website in order to use the Service, including access and connectivity via the internet, either directly through a computer and modem or through devices that access web-based content and other related equipment (with the minimum hardware requirement of an Intel Pentium 4 processor or later that is SSE2 capable).
- 5.2 Adawati agrees to provide you with reasonable support by telephone or email during normal working hours for the purpose of assisting you to maintain your access to the Website.

6 REGISTRATION

- 6.1 In order to use the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (**Registration Information**) and (b) maintain and promptly update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Adawati has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Adawati has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).
- 6.2 We do not permit children under the age of 18 (a "minor") to create a user account or subscribe to a Service. Whilst minors may access and use the Website, only an adult (for example, a parent or teacher) may sign up to or otherwise accept these Terms on their behalf, indicating consent to the minor's use of the Website. The relevant adult shall also be responsible for ensuring that a minor user remains in compliance with these Terms at all times.

7 MEMBER ACCOUNT AND SECURITY

- 7.1 Once your Registration Information has been completed and accepted by Adawati, an online account will be created and you will be allocated unique ID details and a username and password will be sent to you by email for this account.
- 7.2 You are responsible for all use of the Service using your ID and for preventing unauthorised use of your ID. You agree to (a) immediately notify Adawati of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you logoff from your account at the end of each session. Adawati will not be liable for any loss or damage arising from your failure to comply with this clause.
- 7.3 Website user accounts may not be shared by more than one person unless express authorisation is given by Adawati (and you must ensure that any authorised user you pass your ID details onto complies with these Terms and all related terms made available on the Website). Adawati may from time to time require a written confirmation from a user stating that such user is in compliance with this clause.

8 SUBSCRIPTION

Adawati will supply the Service to you under a limited, non-transferable and non-exclusive license. The license provided allows the named individual user only the right to use the Service on up to 4 devices, being the user's personal computer/laptop, tablet and

smartphone device (but should always remember to log out, once no longer using the Service). The Service may not be used in any educational establishment.

9 MEMBERSHIP AND FEES

- 9.1 The particulars of the Service, including the relevant fee per user, subscription period and online educational course content will be set out on the relevant ordering page of the Website.
- 9.2 Access to the Service is conditional on the payment of the relevant fee by you.
- 9.3 All fees displayed on the Website are exclusive of applicable taxes or VAT (if any). To the extent any taxes are applicable; these shall be for your account in addition to the fees.
- 9.4 Your Subscription begins on the date notified to you as per an email notification from Adawati.
- 9.5 The fee for your subscription is payable by such method of payment as specified on the relevant Website ordering page.
- 9.6 If we incorrectly state a price to you whether online or otherwise, we are not obliged to provide you with a subscription to the relevant Service at that price, even if we have mistakenly accepted your offer to subscribe for the Service at that price, and we reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the subscription without any obligation to us and we will refund you any money you have paid us in full, or you may pay the correct price. If you refuse to exercise either of these choices then we may cancel your subscription and will refund you any money you have paid us in full. We will always act in good faith in determining whether a genuine pricing error has occurred.
- 9.7 Your access to the Service will be suspended once your subscription expires and a new subscription will need to be ordered to continue your access to the Service. Your subscription will not automatically renew, however Adawati will endeavour (though is not obliged) to send a reminder or 'renewal notice' prior to expiry of the subscription. Please note that the fee for the Service is not fixed and is subject to change upon a renewal or extension.
- 9.8 Payments are non-refundable and there are no refunds or credits for partially used periods.

10 ADAWATI PRIVACY POLICY

Registration Information and certain other information about you is subject to our Privacy Policy listed on our Website to be found here <https://adawati.com/home/cms/terms-conditions>

11 USER CONTENT

- 11.1 You understand that all information including but not limited to data, text, software, photographs, graphics, illustrations, artwork, video, music, sound, messages, names, logos, trademarks, service marks and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated.

11.2 Accordingly, Adawati is not responsible for the Content that you upload, post, e-mail, transmit or otherwise make available via the Service. Adawati does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Adawati be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.

11.3 You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

12 **COMPLIANCE WITH LAWS**

You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

13 **INDEMNITY**

You agree to indemnify and hold Adawati, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms, or your violation of any rights of another.

14 **MODIFICATIONS TO SERVICE**

Adawati reserves the right at any time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that Adawati shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

15 **TERMINATION**

15.1 The Terms shall, unless otherwise terminated as provided in this clause, continue for each subscription term. Without affecting any other right or remedy available to it we may terminate the Terms, your account or use of the Service with immediate effect by giving written notice to you if you commit a material breach of any provisions of these Terms and fail to remedy the breach within 7 days of a written request from us to do so or you repeatedly breach any provision of these Terms.

15.2 On termination of these Terms or any non-renewal of these Terms for any reason, all licenses granted under these Terms to use the Service shall immediately terminate and each party shall return and make no further use of any data, documentation or other items (and all copies of the same) belonging to the other party.

15.3 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of these Terms which has existed at or before the date of termination shall not be affected or prejudiced.

16 **LINKS**

The Website may provide, or third parties may provide, links to other Internet websites or resources. You agree that Adawati is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such Websites or resources. You further agree that Adawati shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such websites or resource.

17 **ADAWATI'S INTELLECTUAL PROPERTY**

17.1 The Website and Service (including any Content incorporated into the Website and Service) is owned or licensed by Adawati and is protected by copyright laws and international treaty provisions. Subject to clause 17.2 you (and permitted users under the terms herein) may retrieve and display the Service on a computer screen, for your internal educational non-commercial purposes that comply with these Terms.

17.2 You may not (without prior written permission from Adawati):

17.2.1 redistribute any of the Website Content (including by using it as part of any library, archive or similar service);

17.2.2 remove the copyright or trade mark notice from any copies of Website Content made under these Terms;

17.2.3 create a database in electronic or structured manual form by systematically downloading and storing all or any of the Website Content;

17.2.4 modify, reproduce or in any way commercially exploit any of the Website Content.

17.2.5 reverse engineer, decompile, or disassemble the Service.

17.2.6 You acknowledge that "Adawati" is a trade mark and that you may not use it without written permission.

18 **COOKIES**

18.1 A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Most users will often have their web browsers set to accept cookies by default.

18.2 We use cookies on the Website to provide you with the best possible experience on our website and to identify critical account details such as user and Service identification.

18.3 Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

18.4 By accepting these terms and conditions of use you accept the use of cookies as an essential part of the Website.

19 **DISCLAIMER OF WARRANTIES**

19.1 You expressly understand and agree that:

- 19.1.1 Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. Adawati expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 19.1.2 Adawati makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors on the Website will be corrected.
- 19.1.3 Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

20 **LIMITATION OF LIABILITY**

20.1 Nothing in these terms shall limit or exclude our liability for:

- 20.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 20.1.2 fraud or fraudulent misrepresentation;
- 20.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

20.2 Subject to clause 20.1:

- 20.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Website or Service; and
- 20.2.2 our total liability to you for all other losses arising under or in connection with the Website or Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for the relevant subscription period or 12 months preceding the claim (whichever is shorter) for the Service provided under these Terms.

21 **ENTIRE AGREEMENT**

The Terms constitute the entire agreement between you and Adawati and govern your use of the Service, superseding any prior agreements between you and Adawati. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

22 **GOVERNING LAW AND JURISDICTION**

22.1 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Bahrain Chamber for Dispute Resolution (**BCDR-AAA**) (the "**Rules**"), as amended from time to time, which Rules are deemed to be incorporated by reference into this clause:

22.1.1 the number of arbitrators shall be one;

22.1.2 the seat of the arbitration shall be in Bahrain;

22.1.3 the language to be used in the arbitration shall be English; and

22.1.4 the governing law of the agreement shall be the substantive laws of Bahrain.